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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES

PATAGONIA, INC.,
Plaintiff,
v.
THE 18A CHRONICLES LLC,
Defendant.

Case No. 2:22-cv-08353-RGK-E

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

**NOTE: CHANGES MADE BY THE
COURT**

Complaint Filed: November 15, 2022

Plaintiff's motion for entry of default judgment was granted on March 16, 2023 (Dkt. 26). It is hereby ordered and adjudged as follows:

A. Judgment is entered in favor of Patagonia against Defendant.

B. 18A shall pay to Patagonia \$30,000 in statutory damages, \$20,000 in liquidated damages, and \$3,600 in attorneys' fees, totaling \$53,600.

C. Commencing as of the "So Ordered" date of this Final Judgment and Permanent Injunction, 18A, its principals, officers, agents, employees, attorneys, successors, assigns, affiliates, joint ventures, and any person(s) in active concert or participation with it, and/or any person(s) acting for, with, by, through, or under its control, who receive(s) actual notice of this Order, are hereby permanently enjoined and restrained, anywhere in the world, directly or indirectly, from doing, authorizing

1 or procuring any persons to do any of the following until such time as this Order is
2 dissolved or modified by further Court order:

3 1. Manufacturing, licensing, selling, offering for sale, distributing,
4 importing, exporting, advertising, promoting, or displaying any goods or services
5 that display any of the Irregular Logos illustrated in the Court's order granting
6 default judgment or any other designation and/or design that is as similar to the
7 Subject Logo as the Irregular Logos are to the Subject Logo (hereinafter
8 collectively, the "Prohibited Designs and Designations");

9 2. Using any word, term, name, symbol, device, or combination
10 thereof that causes or is likely to cause confusion, mistake, or deception as to the
11 affiliation or association of Defendant or its products or services with Patagonia, or
12 as to the origin of Defendant's goods or services, or any false designation of origin,
13 false or misleading description or representation of fact, or any false or misleading
14 advertising;

15 3. Manufacturing, licensing, selling, offering for sale, distributing,
16 importing, exporting, advertising, promoting, or displaying any goods or services
17 that display a copy of the Subject Logo, or any other graphic that is substantially
18 similar to the Subject Logo;

19 4. Further infringing the rights of Patagonia in and to its
20 trademarks, or otherwise damaging Patagonia's goodwill or business reputation;

21 5. Further infringing Patagonia's copyright rights, or otherwise
22 infringing any of Patagonia's rights under the Copyright Act and any other source
23 of federal or state law;

24 6. Otherwise competing unfairly with Patagonia in any manner;

25 7. Applying, now or in the future, for the federal registration of
26 trademarks for any of the Prohibited Designs and Designations;

27 8. Licensing or assigning the Prohibited Designs and Designations,
28 or the assets or beneficial ownership or control of assets associated with the

1 production of goods bearing the Prohibited Designs and Designations, without
2 disclosing and providing actual notice to the licensee, buyer, or assignee of such
3 trademarks or assets;

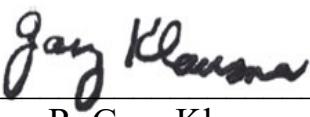
4 9. Refusing refunds to any retailer, wholesaler, jobber, distributor,
5 or other seller located in the United States or its territories which, upon receiving
6 notice of this Injunction, returns products to 18A bearing the Prohibited Designs and
7 Designations;

8 10. Assisting, aiding or abetting any person or entity engaging in or
9 performing any act prohibited by this paragraph.

10 D. This Injunction shall apply throughout the world to the fullest extent of
11 this Court's jurisdiction. This is a final judgment as to all claims asserted against
12 Defendant in this action.

13 E. This Court shall retain jurisdiction for the purpose of making any
14 further orders necessary or proper for the construction or modification of this
15 Judgment, the enforcement thereof, and/or the punishment for any violations
16 thereof. If Patagonia commences an action for enforcement of this Judgment, the
17 prevailing party shall be awarded reasonable attorneys' fees and costs from the other
18 party, for both the action enforcing this Judgment and the underlying litigation.

19 Dated: March 22, 2023

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22 Hon. R. Gary Klausner
23 United States District Judge
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